

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

TRACY GRIFFITH CONSULTING LLC
d/b/a ASCENDIUM GROUP,

Plaintiff,

v.

ONE JET, INC. f/k/a/ PRIMAIR, INC.,

Defendant.

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CASE NO. 3:16-CV-03044-C

**PLAINTIFF TRACY GRIFFITH CONSULTING LLC d/b/a ASCENDIUM GROUP'S
ORIGINAL ANSWER TO DEFENDANT ONE JET, INC.'S COUNTERCLAIM**

Plaintiff Tracy Griffith Consulting LLC d/b/a Ascendium Group ("Ascendium") files this Original Answer to Defendant One Jet, Inc. f/k/a Primair, Inc.'s ("One Jet") Counterclaim.

ANSWER

Ascendium responds to the allegations in One Jet's Counterclaim by correspondingly numbered paragraphs as follows:

1. Ascendium lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph.

2. Ascendium admits that it and One Jet were parties to a written agreement concerning the provision of consulting services, but denies the remainder of the allegations in the paragraph.

3. Ascendium denies the allegations in the paragraph.

4. Ascendium denies the allegations in the paragraph.

5. Ascendium lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph.

6. Ascendium admits the allegations in the paragraph.

7. Ascendium lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph.

8. Ascendium lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph.

9. Ascendium lacks knowledge or information sufficient to form a belief about the truth of the allegations in the paragraph.

10. Ascendium admits that it and One Jet entered an agreement on or around October 2, 2014, for the provision of airline consulting services, and that One Jet agreed to pay Ascendium for its services, but denies the remainder of the allegations in the paragraph.

11. Ascendium denies the allegations in the paragraph.

12. Ascendium denies the allegations in the paragraph.

13. Ascendium denies the allegations in the paragraph.

14. No response is required.

15. Ascendium admits the allegations in the paragraph.

16. Ascendium denies the allegations in the paragraph.

17. Ascendium denies the allegations in the paragraph.

18. Ascendium denies the allegations in the paragraph.

CONCLUSION

Ascendium requests that the Court:

1. Enter judgment for Ascendium on One Jet's counterclaims;
2. Enter judgment for Ascendium on Ascendium's claims;
3. Award Ascendium its damages, attorneys' fees, pre- and post-judgment interest, and costs of court; and

4. Award Ascendium any other relief, at law or in equity, to which it may be justly entitled.

Respectfully submitted,

/s/ Calli A. Turner

Calli A. Turner
Texas State Bar No. 24088558
cturner@gardere.com
Gardere Wynne Sewell LLP
3000 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201
Telephone: (214) 999-3000
Facsimile: (214) 999-4667

**ATTORNEYS FOR PLAINTIFF AND
COUNTER DEFENDANT TRACY GRIFFITH
CONSULTING LLC d/b/a ASCENDIUM
GROUP**

CERTIFICATE OF SERVICE

I hereby certify that on the 23rd day of November, 2016, a true and correct copy of the foregoing document was served by electronic transmission through the Court's Case Management Electronic Case Filing system.

/s/ Calli A. Turner

Calli A. Turner